



Pike County Board of Commissioners

79 Jackson Street

P.O. Box 377

Zebulon, GA 30295-0377

Tel. # (770) 567-3406 Fax # (770) 567-2006

Serving the Citizens Responsibly

TO: Prospective Contractors

DATE: December 1, 2009

SUBJECT: Request for Proposal for Roadside Mowing – **RFP #120210**

Sealed proposals will be received by the Board of Commissioners of **Pike County, Georgia**, at the County Board of Commissioners Office located at 79 Jackson Street, Zebulon, Georgia, 30295-0377 **until 3:00 p.m., February 18, 2010.** The bids will be publicly opened at 2:00 PM on February 23, 2010 in the Board of Commissioners' conference room. No submitted bid may be withdrawn after the scheduled closing time. **NO BIDS WILL BE ACCEPTED AFTER 3:00 P.M. DEADLINE, Thursday, February 18, 2010.**

The work to be done consists of the furnishing of all materials, labor and equipment for

Approximately 160 miles of right-of-way mowing for a period of 1 year.

At the time of Bid, the Bidder is required to submit Section 1 - Bid Proposal, filled out entirely, which includes:

1. Completed Bid Proposal Form and Schedule of Items
2. Applicable insurance certificates
3. Bid Bond or Certified Check
4. Non-collusion Affidavit of Prime Bidder

Bidding documents are available at the Pike County Board of Commissioners Office at 79 Jackson Street, Zebulon, Georgia, 30295-0377. Documents may also be accessed on the Pike County web site at <http://pikecounty.ga.gov/>. Documents may also be obtained from:

Pike County
Public Works Dept.
152 Twin Oaks Rd.
Williamson, Ga. 30292
Telephone: (770)567-2005
Fax: (770)567-7288

Please direct all questions pertaining to this contract to Todd Goolsby, Director of Public Works (770) 567-2005.

All work performed for this project and any modifications identified in the bid documents shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Roads and Bridges, **2001 Edition** and any supplementals.

This Contract shall be composed of;

- Section 1 – Notice to Bidders, Instruction to Bidders, Schedule of Items, Bid Bond, Non-collusion Statement
- Section 2 – Contract, 100% Performance Bond
- Section 3 – General Conditions

Section 4 – Special Provisions

Section 5 – Designated Roads a& Street Maps

The successful bidder shall secure and pay for necessary approvals, permits, assessments, and changes required for the completion of this project as required by local, state, and federal regulations.

The Pike County Board of Commissioners reserves the right to reject all Bids and waive any formalities. Any claims for cost incurred by any bidder in preparation of any part of, or total package for this project will not be handled for reimbursement by Pike County or their representatives.

The Bidding Documents consist of all Sections and pages including all addenda issued therewith and forms referenced therein.

Inquiries regarding this Request for Proposal (RFP) should be made to the Pike County Manager, TEL: (770)567-3406, FAX: (770)567-2006

e-mail: smarro_pikeco@bellsouth.net

County Georgia
Pike County Road Department
"RFP" for County Roadside Mowing Bids,
Dirt Roads only.

BID PROPOSAL

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1.1

NOTICE TO CONTRACTORS

Sealed proposals will be received by the Board of Commissioners of **Pike County, Georgia**, at the County Board of Commissioners Office located at 79 Jackson Street, Zebulon, Georgia, 30295-0377 until 2:00 p.m., May 11, 2010. The bids will be publicly opened at 2:00 PM on May 11, 2010 in the Board of Commissioners' conference room. No submitted bid may be withdrawn after the scheduled closing time. **NO BIDS WILL BE ACCEPTED AFTER 3:00 P.M. DEADLINE, Thursday, February 18, 2010.**

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- Section 3 – General Conditions
- Section 4 – Special Provisions
- Section 5 – Designated Roads a& Street Maps

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The Pike County Board of Commissioners reserves the right to reject all Bids and waive any formalities. Any claims for cost incurred by any bidder in preparation of any part of, or total package for this project will not be handled for reimbursement by Pike County or their representatives.

The Bidding Documents consist of all Sections and pages including all addenda issued therewith and forms referenced therein.

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

Sealed proposals will be received by the Board of Commissioners of Pike County, Georgia, at the Pike County Board of Commissioners Office located at 79 Jackson Street, Zebulon, Georgia, until 2:00 p.m., Tuesday May 11, 2010. The bids will be publicly opened at 2:00 PM on May 11, 2010, in the Board of Commissioners conference room. No submitted bid may be withdrawn after the scheduled closing time. **NO BIDS WILL BE ACCEPTED AFTER 3:00 P.M. DEADLINE, Thursday February 18, 2010.**

Approximately 160 miles of right-of-way mowing for a period of 1 year.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

2. SUBMITTAL OF BID

Each bid must be submitted on the prescribed forms. **ALL BLANK SPACES FOR BID PRICES MUST BE FILLED IN, IN INK OR TYPEWRITTEN.**

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. FORM OF PROPOSAL

All bids must be on forms in conformity with the proposal form included herein and must be for labor and materials called for in the Specifications, shown on the plans and bulletins issued prior to bidding. Proposals shall be enclosed in a sealed envelope addressed to the Owner and marked "Proposal".

If a proposal is made by an individual, his/her name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the person or persons signing the proposal must show the name of the state under which the laws of the corporation are chartered and his/her or their authority for signing same; and the names, titles and address of the President, Secretary and Treasurer, and the corporate authority for doing business in Georgia.

4. QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted, by or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

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5. BID SECURITY

Each bid must be accompanied by a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner and accepted by the U.S. Department of the Treasury and listed in Department Circular 570. The surety must be licensed to conduct Business in the State of Georgia. The bid bond must be in the amount of 5% of the bid. Such bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids and the remaining bid bonds will be returned promptly after the Owner and the accepted bidder(s) has/have executed the Contract, or if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as they have not been notified of the acceptance of bid.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon failure or refusal to execute and deliver the Contract and bond required within 14 calendar days after receiving notice of the acceptance of the bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with their bid.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Liquidated damages and timely completion of work specified in this contract is addressed in Section 4, Paragraph 10 under "Prosecution of Work".

All work shall be completed without unreasonable delay unless requested in writing by the contractor and authorized in writing by the Director of Public Works.

8. CONDITION OF WORK

Each bidder must inform themselves fully of the conditions relating to the completion of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all equipment and labor necessary to carry out the provisions of their Contract. Insofar as possible the Contractor shall examine the plans and Specifications and make such examinations of the road system as are necessary to thoroughly familiarize themselves with the nature and extent of the proposed undertaking and all local conditions affecting the same, as the Owner will not be responsible for bidder's errors and misjudgment, nor for any information on local conditions or general laws or regulations.

9. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the bid Specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretations should be in writing and addressed to Todd Goolsby, Public Works Director, 153 Twin Oaks Road, Zebulon Georgia, 30295 and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be mailed by registered mail with return receipt requested to all prospective bidders, at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure on any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents.

10. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing equipment in connection with this Contract, as specified in the General Conditions included herein. The Surety on such bond or bonds shall be a duly authorized Surety Company satisfactory to the Owner and be countersigned by Pike County, Georgia representative/agent.

11. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. LAWS AND REGULATIONS

The bidders attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project, shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

13. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

The Contract will be awarded, if it is awarded, to the lowest qualified responsive bidder. The Owner will determine that Bidder, and, in so doing, the following elements will be considered: Whether the Bidder involved (a) maintains permanent place of business (b) has adequate equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; and (d) has appropriate labor and technical experience.

14. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the undertaking and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instruments or documents shall in no way relieve any Bidder from any obligation in respect to their bid.

15. CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complimentary and what is called for by one shall be as binding as if called for by all.

The intent of the documents is to provide for all equipment and completion of the work and it is understood that the Contractor will furnish all labor, materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the Contract to make each part of the work complete.

Right-of-ways are intended to conform and agree with the Specifications. If, however, discrepancies occur the Public Works Director will decide which shall govern. Special specifications stated on a particular piece of equipment shall have equal weight and importance as the overall project

16. SUBCONTRACTS

The Bidder is specifically advised that any person, firm or other party to whom it has proposed to award a subcontract under this Contract shall be approved by the Public Works Director prior to signing of the Contract.

17. SOCIAL SECURITY TAX AND SALES TAX

The Contractor assumes and is liable specifically for all State and Federal so-called payroll or social security taxes and for all State and Federal sales and use taxes which may be in force at the time of the awarding of the Contract, and guarantees to hold the Owner harmless in every respect against same.

18. GENERAL - CONSTRUCTION, MATERIAL AND SPECIFICATIONS

The Contractor shall take special note that the State of Georgia Department of Transportation (D.O.T.) Specifications apply to this project. The contractor shall strictly adhere and comply with the Department of Transportation, State of Georgia, Standard Specifications for Construction of Roads and Bridges. The Contractor shall comply with any and all construction methods, specifications, testing and materials as specified by this D.O.T. manual as well as those specified by this Contract document. If any or all of the items in which the State of Georgia Department of Transportation is participating with the funding and/or payment thereof are rejected by the State of Georgia Department of Transportation, the Contractor will either remove and replace these items not in compliance with the standard and supplemental specifications noted this paragraph or no payment shall be made at the discretion of the Engineer.

19. MAINTENANCE DURING CONSTRUCTION AND CONTRACTOR'S RESPONSIBILITY FOR THE WORK

The Bidder's attention is directed to the fact that maintenance during the term of this contract in accordance with Section 104.05 of the Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 2001 Edition, and all modifications, will be required throughout the construction and maintenance period of the project. Also, the Contractor shall be responsible for the work in accordance with Section 107.17 of these specifications.

20. CONTRACT AWARD

The Contractor will be notified by and of the Pike County Board of Commissioners recommendation for award of this Contract At that time, the Contractor shall immediately secure Performance and Payment Bonds as per the Contract, properly execute two (2) original contract documents and submit them to the Pike County Board of Commissioners within 10 calendar days of notification.

It is the intent that the Contract shall be awarded at a Board of Commissioners' Meeting after which, the County shall immediately execute the Contract and issue a "Notice to Proceed" to the Contractor. Failure of the Contractor to execute the Contract as described above will result in the forfeiture of the Contractor's Bid Bond.

21. ALIEN VERIFICATION

The successful bidder will be expected to comply with the Systematic Alien Verification for Entitlements (SAVE). Verification that the successful bidder has complied and is entitled to public benefits will be accomplished via the Georgia Security and Immigration Compliance Act of 2006 affidavit process.

1.6

BID PROPOSAL / SCHEDULE OF ITEMS

Date _____

Proposal of _____ (hereinafter called "Bidder")
a contractor organized and existing under the laws of the State of _____
*an individual, a corporation, or partnership doing business as _____

TO: PIKE COUNTY (Hereinafter called "Owner")

Gentlemen:

The Bidder in compliance with your invitation for bids for:

Approximately 160 miles of right-of-way mowing for a period of one year,

submits the following bid, having examined the plans and specifications with related documents and site of the proposed work, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials and supplies, and to implement the project, in accordance with the contract documents, within the time set forth herein, and at the unit prices stated in this proposal. These prices are to cover all expenses incurred in performing the work under this Contract, of which this proposal is a part.

Pay Items and Unit Bid Prices are as follows:

Pay Item	Est. Qty.	Unit	Unit Price	Amount
Cleanup Mowing Cycle #1	160	Centerline Mile		
Routine Mowing Cycle #2	160	Centerline Mile		
Cleanup Mowing Cycle #3	160	Centerline Mile		
Routine Mowing Cycle #4	160	Centerline Mile		
		Total Contractor's annual bid Price		
		\$ _____		

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" by the Owner and to fully complete the project within 180 consecutive calendar days thereafter as stipulated in the Specifications. Bidders further agree to pay as liquidated damages the sum as hereinafter provided in Section 4, Paragraph 10.

The undersigned further agrees that, in cases of failure on their part to execute said Contract and bond within ten (10) calendar days after the award thereof, the check or bond accompanying their bid and the money payable thereon shall

1.7

become the property of the Owner; otherwise, the check or bond accompanying this proposal shall be returned to the Bidder. The Bidder declares that they understand that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, they also understand that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the Contract amount by direct increase or decrease.

Attached hereto is a bid bond or certified check in the amount of according to conditions under "Information for Bidders" and the provisions therein.

The full name and residence of persons or parties interested in the foregoing bids, as principals are named as follows:

Date at.

County, Georgia

The ____ day of _____ 20 .

By: _____

Title: _____

1.8

BID BOND

(Five Percent (5%) of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal

_____ as Surety,

are hereby held and firmly bound unto PIKE COUNTY GEORGIA as Owner in the penal sum of _____

_____ Dollars (\$ _____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 2010.

The condition of the above obligation is such that whereas the Principal has submitted to PIKE COUNTY, GEORGIA a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for:

Approximately 160 miles of right-of-way mowing for a period of one year.

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for their faithful performance of said contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal SEAL

BY: _____ SEAL
Surety

BY: _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____ being first duly sworn,
deposes and says that:

(1) He/She is _____
(owner, partner, officer, representative or agent)

of _____, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Pike County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signature)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20____.

(Title)

My commission expires _____ (SEAL)
(DATE)

CONTRACT DOCUMENTS
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Section 2

Contract 2.0

100% Performance and Payment Bond 2.2

2.0

CONTRACT

THIS AGREEMENT made this _____ day of _____ 20____ . by and between PIKE COUNTY, GEORGIA, hereinafter called "Owner", and _____ a contractor doing business as an individual, a partnership, or a corporation of the City of _____ , County of _____ , and State of _____ hereinafter called "Contractor.

WITNESS: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees to commence and complete the construction described as follows:

Approximately 160 miles of right-of-way mowing for a period of one year.

hereinafter called the "Project", for the total sum of _____ dollars (\$_____) as specified in the Bid Proposal/Schedule of Items, Section 1 and all extra work in connection therewith, under the terms as stated in the General Conditions of the Contract, and at his (its or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the proposal, the General Conditions of the Contract, the plans, which include all explanatory matter thereof, the specifications and contract documents. Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 365 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum as provided in Section 4, Paragraph 10.

The Owner agrees to pay the contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the Special Provisions of the Contract, and to make payments on account thereof as provided in "Measurement and Payment", of the General Conditions.

2.1

IN WITNESS WHEREOF, the parties to those presents have executed this Contract in two (2) counterparts, each of which shall be deemed as original in the year and day first above mentioned.

COUNTY, GEORGIA

By: _____
County

Chairman

ATTEST: _____
County Clerk

Witness

Contractor

By: _____

ATTEST:

Secretary

Witness

DATE: _____

2.2

100% PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal
hereinafter called Contractor, and _____ a
corporation organized and existing under the laws of the State of _____
as Surety, hereinafter called Surety, are held and firmly bound unto PIKE COUNTY, GEORGIA,
as obligee, hereinafter called Owner, in the amount of d o l l a r s (\$ _____
) f o r t h e p a y m e n t w h e r e o f Contractor and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____. 20 10 ,
entered into a contract with Owner for:

Approximately 160 miles of right-of-way mowing for a period of one year.

Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void,
otherwise it will remain in full force and effect.

The Surety hereby waives notice of alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner
having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall
promptly:

- (1) Complete the contract in accordance with its terms and conditions,

Or

- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, to arrange for a Contract between such bidder and the Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments hereto, less the amount properly paid by Owner to Contractor.

No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by Owner of the work thereunder.

2.3

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as he herein below defined, for all labor and materials used or reasonably required for use in the performance of the Contract this obligation shall be void; otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (1) A claimant is defined as one having direct contact with the principal or with a subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heating oil, gasoline, telephone service, rental of equipment, or repair of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant.
 - (a) Unless claimant, other than one having a direct Contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above- named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer
 - (b) After one year from the completion of the Contract and the acceptance by Owner of the Work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District court for the district in which the project, or any part thereof, is situated and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder inclusive of the payment by Surety or mechanics' liens which may be filed of record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.

2.4

Signed and sealed this _____ day of _____, 2010 in the presence of:

Principal By _____ (SEAL)

(Witness)

(Witness)

Surety By: _____ (SEAL)

CONTRACT DOCUMENTS
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Section 3

General Conditions	3.1
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SECTION THREE

3.1

GENERAL CONDITIONS

1 **DEFINITIONS:** The following terms as used in this Contract are respectively defined as follows:

- a. Board - Board of Commissioners of Pike County, Georgia/OWNER/Representative
- b. Commissioner - County Board of Commissioners
- c. Department — Pike County Public Works Department
- d. Engineer — County Director of Public Works or his authorized representative.
- e. State - Georgia
- f. State Highway Engineer - County Director of Public Works or his Authorized representative
- g Treasurer - County Finance Director

2 BID HOLDING PERIOD

The Board shall have the right to hold bids after bid opening for a period of ninety (30) days.

3. TIME OF COMPLETION BASIS

This Contract shall be completed by time specified in bid.

4. SUPPLEMENTAL AGREEMENT AND SURETY ASSENT

Any Supplemental Agreement that has a dollar value amount that is less than \$25,000.00 shall not require the assent of the Surety.

5 CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complimentary, and what is called for by any shall be as binding as if called for by all.

The intent of the documents is to provide all construction and completion in detail of the work and it is understood that the Contractor will furnish all labor and materials, equipment, transportation, tools and appurtenances such as may be reasonable required under the terms of the Contract to make each part of the work complete.

The Drawings are intended to conform and agree with the Specifications. If, however, discrepancies occur, the Engineer will decide which shall govern. Special specifications stated on the Drawing govern that particular piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the Drawings and the figures written thereon, the figures are to be taken as correct.

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6. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

If, in the process of the Contract discrepancies arise, the Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the progress of the work.

7. MATERIALS, SERVICES AND FACILITIES

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, facility rental fees, transportation, superintendence, temporary construction of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- (b) Any work necessary to be performed by the Contractor to complete the project on time after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

8. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale, conditional sale contract, or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims and/or encumbrances.

9. WEATHER CONDITIONS

In the Event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure of the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor. At all times, the Contractor shall perform work as may be required to protect the entire site from damage, both existing conditions and performed work. Furthermore, the Contractor shall be responsible for all damages to all persons and property due to the non-maintenance of the project site.

10. SAFETY PROVISIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Sec. 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

The Contractor shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance and operation.

The Contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will

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effectually prevent the happening of any accident to health and/or property. Lights shall be maintained for the hours between sunset and sunrise.

11. PROTECTION OF WORK AND PROPERTY - EMERGENCY

In case of an emergency that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instruction from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for approval.

Where the Contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer.

12. OBSERVATION AND REVIEW OF CONSTRUCTION

The authorized representatives and agents of the Owner shall be permitted to observe all work, materials, payrolls, records of personnel, invoice of materials and other relevant data and records.

13. CORRECTION OF WORK

All work and materials shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of their quality and suitability. Should they fail to meet his approval they shall be forthwith constructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense.

Rejected material shall immediately be removed from the site. If in the opinion of the Engineer it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable.

14. EXISTING UNDERGROUND UTILITIES AND STRUCTURES

- (a) Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Engineer for resolution of the conflict.
- (b) The Contractor shall be solely and directly responsible to the Owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims or any character brought on account of any damages which may result from the carrying out of the work.

15. RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this Contract are violated by the Contractor or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract and, unless within ten (10) days after the service of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the

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date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of any utilize in completing the work such materials, appliances and plants as may be on the site of the work and necessary therefore.

16. FINAL PAYMENT

In addition to the provisions as set forth in the General Conditions, the Contractor shall furnish to the Owner a sworn affidavit to the effect that all bills are paid and no suits and/or liens are pending in connection with the work done or labor and materials furnished under this Contract. Final payment will be made within sixty (60) days after approval by the Engineer.

17. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been reviewed by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance has been so obtained and reviewed.

- (a) Contractors Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance or non-performance of the work and Contractor's other obligations under the Contract Documents, whether such performance is indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
 - 1. Claims under worker's or workmen's compensation, disability benefits and other similar employee benefit acts;
 - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. Claims for damages insured by personnel injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.
 - 5. Claims for damages, other than to work itself because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
 - 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- b Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wished property insurance coverage within the limits of such amounts Contractor may purchase and maintain it at his own expense.

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- c. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with paragraphs a,b,c, and d, Owner will notify Contractor thereof within ten (10) days of the date of the delivery of such certificates to Owner. Contractor will provide to the OWNER such additional information in respect of insurance provided by him as OWNER may reasonable request. The right of the OWNER to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.
- d The limits of liability for the insurance required by paragraph (a) of these General Conditions shall provide coverage for not less than the following amounts or greater where required by law.

For claims under paragraph a.1 and a.2, Worker's compensation:

- (1) State Statutory
- (2) Applicable Federal (e.g.) Statutory
(e. g.) Longshoremen's:
- (3) Employer's Liability \$1,000,000 per person
\$1,000,000 per occurrence

For claims under a.2 through a.5:

- (1) Bodily Injury:
 - \$1,000,000 Each person
 - \$1,000,000 Each person
 - \$1,000,000 Annual aggregate products
And completed operations
- (2) Property Damage:
 - \$1,000,000 Each person
 - \$1,000,000 Each occurrence
- (3) Property Damage Liability Insurance will provide explosion, collapse and underground coverage where applicable.
- (4) Personal Injury with employment exclusion deleted.
 - \$1,000,000 Annual aggregate

For claims under a.6, Comprehensive Automobile Liability:

- (1) Bodily injury:
 - \$1,000,000.00 Each person
 - \$1,000,000.00 Each person
- (2) Property Damage
 - #1,000,000.00 Each occurrence

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The Contractual Liability required by paragraph b of these General Conditions shall provide coverage for not less than the following amounts:

Contractual Liability Insurance:

(1) Bodily Injury:

\$1,000,000 Each occurrence

(2) Property Damage:

\$1,000,000 Each occurrence

\$1,000,000 Annual aggregate

e Scope of Insurance and Special Hazards:

The amounts stated in subparagraph "d" above are minimum amounts of insurance to be carried. The Contractor shall carry such additional insurance as may be required to provide adequate protection of the Contractor and his subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also, against any of the special hazards which may be encountered in the performance of this Contract.

18. CONTRACT SECURITY

The Contractor shall furnish a performance bond in an amount at least equal to one hundred (100%) percent of the contract price as security for the faithful performance of this Contract and also a payment bond in an amount at least equal to one hundred (100%) percent of the contract price or in a penal sum not less than that prescribed by state, territorial or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law, and countersigned by a Georgia Representative/agent.

19. ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

20. LIMITATION ON ENGINEER'S RESPONSIBILITIES

Neither Engineer's authority to act under this Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, and subcontractor, any manufacturer, fabricator, supplier or distributor, or

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any of their agents or employees or any other person performing any of the work.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjective of the like effect or import are used to describe requirement, direction, review or judgment of Engineer as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that Engineer shall have authority to supervise or direct performance of the work.

Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of Contractor or of any subcontractors, or of the agents or employees of any Contractor or subcontractor, or of any other persons at the site or otherwise performing any of the work.

21. QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or reduce them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or reduction shall in no way invalidate this Contract, nor shall any such increase or reduction give cause for claims or liability for damages.

22. LAND AND RIGHT-OF-WAY SUSPENSION OF WORK

The Owner shall furnish all land and right-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the Contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

23. GUARANTY AGAINST DEFECTIVE WORK

The Contractor shall guarantee the work accomplished under this Contract for a period of 3 days from the date of work completion. The Contractor shall remedy, at his own expense, and without additional cost to the Owner, all defects arising from either workmanship or materials, as determined by the Engineer. The guarantee shall not cover any accidental or deliberate damage to the work, or any defects occurring due to normal wear and tear.

The *Performance Bond* shall remain in full force and effect through the guarantee period.

24. NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in

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writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

25. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

26. SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

27. MAINTENANCE OPERATIONS

The Contractor shall schedule and execute his work so as to avoid interruption of existing services or operations, public or private. The Contractor will use every precaution to prevent damage of any existing facility, and in the event of damage, will at no expense to the Owner, repair and otherwise make good any damage to facilities resulting from his operations in connection with the Contract. The Contractor will take whatever measures necessary to accurately determine the exact location of existing underground facilities prior to commencing construction.

28. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Engineer and their agents, employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees, arising out of or resulting from the performance or non-performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

29. LIEN

Neither the final payment nor any part of the retained percentage will become due until the contractor, if required, shall furnish the Owner a complete release from any liens which may arise out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge of information, the release and receipts include all materials for which a lien might be filed. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against any lien. If a lien

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shall remain dissatisfied after all payments are made, the Contractor shall refund to the Owner all monies which the latter maybe compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

30. MEASUREMENT AND PAYMENT

Measurement and payment for items shall be made upon completion of each cycle and shall be in accordance with actual completed centerline miles mowed. See this Section 3, Item 16 for Final Payment.

31. MAILBOXES

(see Section 4, Item 9)

32. MAINTENANCE OF TRAFFIC

General: During construction, the work shall be planned and prosecuted so that it can be performed with the least interference to all vehicular and pedestrian traffic. The Contractor shall submit to the Engineer within 10 days after the bid opening his Traffic Maintenance Plan and Sequence of Operations for review and approval. Traffic Control shall be handled as per Georgia D.O.T. Specifications and Supplemental Specifications. The Contractor shall also comply with the Manual On Uniform Traffic Control Devices for Streets and Highways as published by the U. S. Department of Transportation Federal Highway Administration, 1985 Edition of Work Zone Traffic Control and any current update thereof.

No resident or business shall be denied vehicular access to his property for any length of time other than that, as determined by the Engineer, which is absolutely necessary.

33. FLAGMEN - TRAFFIC CONTROL

For this Contract, all flaggers must have received training and a certificate upon completion of the training from a Department approved training program. All cost for providing certified flaggers will be born by the Contractor and payment to the Contractor will be included in the overall price bid for the project or in the item for Traffic Control when Traffic Control is included in the Contract as a pay item.

Failure to provide certified flaggers as required above shall be reason for the Engineer suspending work involving the flagger(s) and withholding all payments due until the contractor provides the certified flaggers.

34. RETAINAGE

As this is a service contract, no retainage will be held.

35. UTILITY CONFLICTS

It will be the Contractor's responsibility to conform with all the requirements of the Specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the Project. The Contractor's attention is directed to the requirements of Section 107, Legal Regulations and Responsibility to the Public, with particular attention to Article 107.21.

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The Contractor will not be paid for any delays or extra expense caused by utility facilities, obstructions, or any other items not being removed or relocated to clear construction in advance of his work.

It shall be the responsibility of the Contractor to coordinate his work with any work to be performed by others in any right-of-way clearance and arrange a schedule of operations that will allow for completion of the Project without undue delay.

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END OF SECTION

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SECTION FOUR

4.1

SPECIAL PROVISIONS

1. TRAFFIC SIGNING:

The Contractor will furnish all applicable traffic signs including "MOWING AHEAD" signs to perform the contract in accordance with the Manual on Uniform Traffic Control Devices

2. METHOD OF MEASUREMENT:

R.O.W. Mowing. The quantity of Routine Mowing or Clean-up Mowing to be paid for, will be the actual number of centerline miles mowed. Payment for the centerline miles will be made only once per cycle mowed, regardless of the number of passes or "mower widths" necessary to satisfactorily complete the particular type of mowing on each road. No additional measurement or compensation will be made for intersections, sight distance improvements, etc., as such areas are included in the centerline miles measured along the mainline. No deduction has been or will be made for side roads, driveways, privately maintained yards, or other areas along the traveled way, which the Contractor will not be required to mow.

It is understood that during the course of the Contract, roads may be added to or deleted from the work to best serve the needs of Pike County. It will be the responsibility of the Contractor, for example, to mow or not mow such roads as directed by the Engineer. In the case of roads being added to the work, actual measured mileage will be used for payment at the bid unit price for the particular type of mowing done.

3. BASIS OF PAYMENT:

R.O.W. Mowing.

1) *Routine Mowing*. The quantity of Routine Mowing, measured as provided above, will be paid for at the contract unit price per centerline mile for "Routine Mowing".

2) *Cleanup Mowing*. The quantity of Clean-up Mowing, measured as provided above, will be paid for at the contract unit price per centerline mile for "Clean Up Mowing".

The above unit prices and payments shall be full compensation for all transportation, fuels, repair parts and tools necessary to satisfactorily perform the work; as well as required traffic control, signing, and incidental items.

Payment will be made to the Contractor on a per cycle basis for R.O.W. mowing work satisfactorily completed and accepted upon receipt of a specific invoice.

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4. FREQUENCY AND SCHEDULING OF MOWING:

R.O.W. Mowing.

It is the intent of this Contract that the successful bidder shall begin with a "Clean up" cycle(C). The second cycle shall be a "Routine" cycle (R). The third cycle will be a "Clean up" cycle (C), followed by another "Routine" cycle (R). Further, the contractor shall not take more than 20 calendar days to complete one cycle of mowing. Four (4) total cycles of two (2) Clean Up and two (2) Routine cycles will be accomplished each year (C,R,C,R). The total estimated quantities in the Schedule of Items are based upon this frequency (where one cycle is considered to be the satisfactory completion of all the required roads one time for the particular type of mowing specified).

The Contractor is expected to abide by the timetable furnished below once issued the Notice to Proceed:

	May 4th 2010	Begin Clean up
Cycle #1	Week of May 18th, 2010	Begin Routine Cycle
	August 3 rd , 2010	Begin Clean up
Cycle #2	Week of August 3 rd	Begin Routine Cycle
	October 5 th , 2009	Begin Cleanup cycle
Cycle #3	Week of October 5 th	Begin Routine Cycle

Mowing frequency on some or all of the roads, may be increased or decreased by County for reasons of weather, availability, or to best suit the needs of the County. Additional mowing on given roads will be compensated at the bid unit price per centerline mile for the particular type of mowing done. Dates in the mowing timetable may be altered to best suit the needs of the County.

5. EQUIPMENT:

The Contractor must demonstrate to the satisfaction of the Engineer that the mowing equipment to be used in the work is in good working condition and suitable for performing the work required. This includes changing the blades at the beginning of each cycle and rotating the cutting edges on all mowers at the approximate mid-point of each cycle and more often as directed by the Engineer or his representative. Appropriate safety equipment (flashing emergency beacons, signs, etc) and adequate follow-up equipment (weed-eaters, push mowers, maintenance, fuel, and trail vehicle(s)) will also be required to accomplish this work.

6. GENERAL DESCRIPTION OF WORK:

The contract is made up of the mowing schedule on Pike County Right of Way (R.O.W.) The work includes "routine" and "clean up" mowing of vegetation within the public right-of-way on the County roads. ***The estimated centerline mileage is 160± miles.***

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The areas to be mowed and trimmed within the County right-of-way will be in accordance with limits established elsewhere in these Special Provisions. The work shall include the furnishing of all implements, machinery, equipment, tools, materials, transportation, labor, and required traffic control and signing (except as provided by the County) for the safe prosecution and completion of the Work.

7. INTENT OF THE WORK:

R.O.W. Mowing. It is the intent of the Pike County Board of Commissioners to maintain the County roadsides in a pleasing and safe condition, commensurate with the function and service rendered by the individual roadway sections. Clean-up mowing includes the mowing of sight distance areas at intersections, interchanges and along curves. It is intended that grass height within the established mowing zones will be maintained between 3 inches and 10 inches (*with grass being cut to 3" high and not being allowed to grow more than 15" generally, before being cut again*) along the roads included in the Designated Streets Section.

8. SPECIFIC DESCRIPTION OF WORK:

- A. ROUTINE MOWING: The area to be mowed along each roadway shall be in conformance with previously established mowing patterns, which are illustrated elsewhere in these Specifications. Generally, the area to be mowed is from the traveled way to the shoulder point and one "swath" beyond in fill sections; and from the traveled way to the back ditch line and one "swath" beyond in cut sections. A "swath" is the width of cut for the mower being used and shall be a minimum of 5 feet. Routine mowing also includes the mowing of sight distance areas at intersections, interchanges, and along curves.
- B. CLEAN-UP MOWING: Mowing within the right of way which includes the area established for "routine" mowing and extends beyond these limits generally to the right of way line. "Clean up" mowing also includes the mowing of sight distance areas at intersections and along curves. "Weed-eater" and work around utility and sign poles, along sidewalks, and around mailboxes is considered part of "clean up". No Boom Mowers or Slope Mowers will be required for this work. Weed-eating up against guardrails will not be the responsibility of the Contractor.

9. DAMAGED SIGNS, MAILBOXES, OTHER:

The Contractor shall conduct his operations so as to prevent damage to roadway delineators and signs. Should any essential traffic sign (YIELD, ONE WAY, warning signs, etc.) suffer more than minor damage, the Engineer shall be notified no later than the end of that workday. Damage to STOP signs shall be reported immediately. Such signs will be repaired or replaced by the Department at the Contractor's expense. Damage to other signs, delineators, etc. may be repaired or replaced by the Contractor subject to approval by the Engineer or they may be repaired or replaced by the

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Department at the Contractor's expense. The Contractor shall carefully protect from disturbance or damage all land monuments and property markers. The Contractor shall be responsible for the preservation of all mailboxes affected by the operations. The mailboxes shall be left in as good a condition as they were prior to the Contractor's mowing operations.

The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to private or public property by or on account of any act, omission, negligence or misconduct in the execution of the work, the Contractor shall either restore at his own expense such property to a condition similar or equal to that existing before such damage or injury occurred; or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the Department.

10. PROSECUTION OF WORK:

R.O.W. Mowing. The Contractor will be expected to follow the time table in Item 4, this Section 4 as to when to begin operations **for each cycle** or portion thereof, within the guidelines established elsewhere in these Special Provisions. The Contractor shall begin work within ten (10) working days after being notified. Failure to prosecute work promptly will result in a forfeiture of \$100.00 per day for each calendar day of delay, beginning on the eleventh (11) working day after NTP. Forfeitures will be deducted from the "per cycle" payment. Any work performed prior to the time specified in the time table in Item 4, this Section 4, will not be included in any payment to the Contractor unless pre-approved by the Engineer. The Contractor will be required to prosecute the Work in a continuous and uninterrupted manner. Any intermittent break in work, without the consent of the engineer, toward completing a cycle shall not exceed one workday. Working day two and thereafter will result in a \$100.00 per calendar day forfeiture, until work resumes.

11. BASIS OF ACCEPTANCE:

R.O.W. Mowing. It is intended that the work will be completed in a neat workmanlike manner. Vegetation is to be cut to a height of approximately 3 inches. Gapped or rolled down, uncut areas will not be considered acceptable. Vegetation around structures, delineators, mailboxes, and signposts shall be mowed (using weed-eaters) to provide a neat appearance. Weed-eating up against guardrails will not be the responsibility of the Contractor.

12. COORDINATION:

R.O.W. Mowing. Within ten working days following notice to proceed (NTP), the contractor will provide a projected cycle schedule coordinated with the time table set up

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in Item 4, Section 4, and begin a weekly update, reflecting the work to be accomplished during each week of the cycle. The contractor shall also submit to the Supervisor of the County Road Department, a weekly update, reflecting his progress. Weekly updates will be submitted by close of business, Wednesday, for the week following (fax # 770-567-7288). The cycle schedule will be used to respond to citizen queries as to when an area will be mowed. Failure to provide the cycle schedule promptly will result in a forfeiture of \$25.00 per day for each calendar day of delay, beginning on the eleventh (11) working day after NTP. Forfeitures will be deducted from the "per cycle" payment. This forfeiture is independent of any forfeiture for starting work.

13. CONTRACT RENEWAL:

The successful bidder may be allowed up to three (3) renewals of the Contract, all upon the same terms and conditions with the exception of possible date changes to the mowing time table set up in Item 4, Section 4. Price adjustment may be granted at the time of renewal provided that by forty-five (45) days prior to each renewal period, the successful bidder submits to the County a letter requesting renewal of the contract and its prices for the renewal time. If agreement on a renewal price is not reached within thirty (30) days of the renewal period, the Contract will not be renewed. Nothing herein implies the right of the Contractor to secure contract renewal. Pike County reserves the right to accept or reject the request for renewal along with any proposed pricing changes in accordance to the County's best interest.

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END OF SECTION

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Section Five

Designated Roads/Street & Maps